



Request for City Council Committee Action

Date January 9, 2003
To: Transportation and Public Works Committee
Referral to: Ways and Means Committee

Prepared or Submitted by: Susan Young, Director Division of Solid Waste and Recycling
Phone : 673-2443

Approved by: Brian Lokkesmoe, Acting Director of Public Works, City Engineer

**Subject: Permission to Execute Year 2003 Contract with Hennepin County,
Sentence to Service, 2 crews**

Presenters in Committee: Susan Young

Recommendation: That the proper City officials be authorized to execute a contract with Hennepin County from January 1, 2003 through December 31, 2003.

Financial Impact (Check those that apply)

- ☒ No financial impact (If checked, go directly to Background/Supporting Information)
- ☐ Action requires an appropriation increase to the Capital Budget
- ☐ Action requires an appropriation increase to the Operating Budget
- ☐ Action provides increased revenue for appropriation increase
- ☐ Action requires use of contingency or reserves
- ☐ Other financial impact (Explain):
- ☐ Request provided to the Budget Office when provided to the Committee Coordinator

Background/Supporting Information

The Division of Solid Waste & Recycling is preparing for the 2003 Clean City Program and is prepared to contract for two Hennepin County Sentenced-to-Serve work crews. Hennepin County will provide the Sentenced-to-Serve crews, supervision and transportation for each crew at a cost of \$56,000 per crew or a total cost of \$112,000, for the contract period for the provision of Clean City services. The two crews will be utilized for picking up litter along problem avenues throughout the City when the ground is not snow covered. The schedule for street and avenue cleanups is attached. At other times, the crews will be used to shovel snow from around litter containers and bus shelters and bus stops.

STS LITTER PATROL SCHEDULE

1 st & 3 rd Weeks Monthly	2 nd & 4 th Weeks Monthly
NORTH (include alleys) 6 th Street North (30 th - Lowry)* 26 th Avenue North (Broadway to Queen) 29 th Avenue (Penn to Sheridan)* Broadway (94 to Penn) Dowling (94 to Penn) Fremont (Plymouth to Lowry) Glenwood Avenue (Lyndale to Xerxes) Linden (@ Lyndale & Dunwoody)* Lowry (94 to Penn) Lyndale 1 st Week (Broadway to Dowling) Lyndale 3 rd Week (Dowling to 50 th) Olsen Memorial Highway (I94 to Xerxes) Penn (Highway 55 to Dowling) Plymouth (94 to Penn) Washington (Plymouth to Broadway)	SOUTH (include alleys) 4 th Street (Central to 15 th)* 15 th Street (University to Como) 31 st Street (Nicollet to Lyndale) 35W Ramps (Diamond Lake to Lake St.) 35 th Street (35W to Chicago) 36 th Street (35W to Chicago) 38 th Street (Chicago to 35W) Bloomington (Franklin to 42 nd Streets) Cedar Avenue (Washington to Franklin) Cedar Avenue (Franklin to 38 th) Chicago (Downtown to Franklin) Chicago (Franklin to 38 th) Franklin (River to Hennepin) Hiawatha Avenue (Downtown to Crosstown) Lake Street (River to Lake Calhoun) Minnehaha Avenue (Lake to 31 st St.) Nicollet Avenue (I94 to Franklin) Nicollet Avenue (Franklin to 29 th) Park Avenue (Downtown to Lake St.) Portland (Downtown to Lake St.) University (Central to 15 th) Washington (Pleasant to University)
EAST Broadway (94 to Central) Cedar (Washington to Franklin) Central (Broadway to Lowry) Lowry (94 to Central) Riverside (Cedar to 94) University (3 rd Avenue to Lowry)	DOWNTOWN (Weekly) 1 st Avenue North (Washington Ave to 9 th) 2 nd Avenue North (Washington Ave to 9 th) 410 Shelter Park (4 th Ave S & 10 th St.) 5 th Avenue (end of Fwy to 7 th Street) 5 th Street & 5 th Avenue (Under bridge by RR) Cedar Lake Bike Trail Elliot Park (11 th Ave S & 15 th St. E) Hennepin Avenue (Washington Ave to 9 th)
1/16/03	

An Agreement Between

The City of Minneapolis

and

The County of Hennepin

THIS AGREEMENT is made to be effective from the 1st day of January, 2003 through the 31st day of December, 2003, between the City of Minneapolis, Minnesota, a home rule charter city, hereinafter referred to as The City, and The County of Hennepin, a county of the State of Minnesota, hereinafter referred to as The County.

In consideration of the following terms, conditions and mutual promises, the parties herein agree as follows:

I. Scope of Agreement

This is an Agreement between the City of Minneapolis, through its Department of Public Works, Division of Solid Waste and Recycling, Clean City Program and the County of Hennepin through its Department of Community Corrections, Sentencing-to-Service Program. This Agreement relates to the use of crews of people performing community service through community corrections to assist the City of Minneapolis in its efforts to rid the City of litter, weeds, and other unkempt vegetation and conditions.

The County agrees to perform the following services for the City:

- A. Provide two full-time crews with appropriate supervision, vehicles, equipment, and disposal mechanisms, to perform services in conjunction with the Clean City Program. These services shall include, but not be limited to: litter pickup, brush and weed trimming and/or removal, street sweeping and other efforts consistent with the 'Clean City Program' as adopted by the Minneapolis City Council and implemented by the Division of Solid Waste and Recycling.
- B. 'Full time' within the construct of this Agreement means a crew that averages 40 person-hours per day, four days a week, effectively providing 8 work-days of service or 320 person-hours of work per week, during the life of this Agreement.
- C. 'Crew' within the construct of this Agreement means approximately 7 adult or juvenile members, or equivalent total numbers, who are fully able to perform the tasks of the Clean City Program. Total numbers can be more or less than this on any particular day.
- D. As directed and assigned by the Clean City Coordinator, using the City-provided 'Clean City Task Force' forms for Hennepin County work crews and/or other work orders, submit reports of work completed. These reports are to include job description, number of person-hours spent, and garbage bags filled, blocks cleaned and scope of job by crew for tracking purposes.

1. Two crews will be regularly scheduled to perform cleanups involving litter pickups, brush trimming, weed pulling, street/sidewalk sweeping, etc. on public property, on a scheduled basis.
2. Work shall be performed within 72 hours of issuing work orders or making the request, unless otherwise directed.
3. All cleanups will be documented by entering completion on a pre-issued work order (Attachment I) or by generating a 'Clean City Work Order,' (Attachment II) or other format provided by the City.
4. Units of work performed will be documented in a measurable manner, such as 'number of bags filled, number of blocks cleaned, amount of time spent, number of persons in the crew, etc., in the appropriate field on the work order form.
5. Crew leaders will prepare a Daily Recap (Attachment III) of work performed by their respective crews. Some work assignments may be better described by a thoroughly written explanation on the recap sheet when the individual work order form is not sufficient
6. The Clean City Coordinator shall receive completed work orders and recaps on a weekly basis, but not later than five (5) calendar days after completion.
7. Crews will respond to unscheduled work requests as needs arise and as directed by the Clean City Coordinator. **All work requests for the Hennepin County crews covered by this contract will be generated from the Division of Solid Waste and Recycling.** Requests received from any other entity must be re-directed to the Clean City Coordinator.

II. Compensation

Compensation will be made to the County at the rate of \$56,000 per crew per year. Compensation to be paid quarterly at the per-crew rate of \$14,000. Payment is dependent upon receipt of completed work orders by crew for that quarter. Total compensation under this agreement shall not exceed \$112,000.

III. Effective Date and Termination Date

This agreement shall be in full force and effect as of January 1, 2003 through December 31, 2003, or until maximum funds are expended; unless otherwise extended by the Contract Administrators specified in Paragraph IV of this Agreement; or terminated earlier than the termination date under paragraph XV, Cancellation and Default.

IV. Contract Administrators

Contract Administrators for this contract shall be as follows:

For the City:

Janet Myles, Clean City Coordinator
Division of Solid Waste & Recycling
309 Second Avenue South Room #210
Minneapolis, MN 55401-2281
(612) 673-2789

For the County:

Robert Hunter, Manager
Sentencing-to-Service Contracts & Grants
300 South Sixth Street, C-2353
Minneapolis, MN 55401-0533
(612) 348-7137

Either party may change the Contract Administrator through written notice to the other party's Contract Administrator.

On behalf of the City of Minneapolis, the Director of the Department of Public Works shall have the power to change the Contract Administrator.

On behalf of Hennepin County, the Director of the Department of Community Corrections shall have the power to change the contract Administrator.

All notices and official communications regarding the performance of this Agreement shall be made to the Contract Administrators.

V. Substitutions and Assignments

The following persons will perform services by the County: Hennepin County Sentencing-to-Service Crews and Supervisors.

VI. Amendments

No amendments may be made to this Agreement after execution by the parties unless the City and the County approve the Amendment with the full formality required by law for the City and for the County to enter into new contracts. Provided however, that this Agreement may be amended as to extensions of time, increases in specific compensation or rates within the Agreement that do not cause the agreement to exceed its total limit of \$112,000, and changes in the specific services to be performed under the Agreement. All of these changes shall only be effective upon agreement in writing by the Contract Administrators as designated in Paragraph IV of this Agreement.

VII. Independent Contractor

The County and its employees shall not be an employee of the City, the Department of Public Works, the Director of the Division of Solid Waste and Recycling or any City agency or subcontractor. It is agreed that the County and its employees will act hereunder as an Independent Contractor and acquire no rights to tenure, workers compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the County and its employees will not act as an agent, representative or employee of the City, the Department of Public Works, the Director of the Division of Solid Waste and Recycling, or other agency of the City. There shall be no subcontractors of the County performing services as a part of this Agreement.

VIII. Hold Harmless

The County agrees to defend, indemnify and hold harmless the City and its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the County, its employees and agents, or employees or agents of subcontractors, in the

performance of this Agreement or by reason of the failure of the County to fully perform, in any respect, all of its obligations pursuant to this Agreement.

The City agrees to defend and hold harmless in so far as the law allows, the County, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the City, its employees and agents in the performance of this Agreement or by reason of the failure of the City to fully perform its obligations pursuant to this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations of liability in Minnesota Statutes Chapter 466.

IX. Insurance

The County represents that it has a program of risk management for managing its potential liability and is certified as a self-insurer for the purposes of Minnesota Statutes, Chapter 65B. The County agrees that it shall be responsible for its losses and liability arising out of this Agreement, or its performance of this Agreement, will maintain a program of risk management, and will maintain a program of self-insurance when such self-insurance is required by law.

X. Waiver

The County waives any rights it may have against the City for damages covered by any insurance and agrees to require by contract that any subcontractor shall waive any rights against the City for damages covered by property insurance. The County agrees that it shall require its subcontractors to waive all of its rights of recovery against the City because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the subcontractor.

The County waives all of its rights of recovery against the City for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this agreement and shall require a similar waiver from all of its subcontractors.

XI. Data Practices

The City and County agree to comply with the Minnesota Government Data Practices Act and all other applicable State and Federal laws relating to Data Privacy or Confidentiality. The County will immediately report to the City's Contract Administrator any requests from third parties for information relating to this Agreement. Similarly, the City will immediately report to the County's Contract Administrator any requests by third parties for information relating to this Agreement. The City and the County agree to properly respond to inquiries from the other party concerning any data request. Each party agrees to hold the other harmless from any claims resulting from the other party's unlawful disclosure or use of data protected under State or Federal laws.

XII. Compliance With Laws

The City and County agree to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of

the Civil Rights Act of 1964. Violation of any of the above laws is grounds for termination of this Agreement.

XIII. Audits

The County agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement. Similarly, the City agrees that the County, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.

XIV. Applicable Law

The law of the State of Minnesota shall govern all interpretations of this Agreement and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in and under those courts located within and operated by the State of Minnesota.

XV. Cancellation and Default

Either party to this Agreement may cancel this Agreement upon 30 days written notice, except that if the County fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the Contract Administrator for the City shall have the right to terminate this Agreement if the County has not cured the default after receiving seven (7) calendar days written notice.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the County. The City may, in such an event, withhold payments due to the County for the purposes of off-set until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the County, from asserting any other right or remedy allowed by law, equity, or by statute.

XVI. Notices

Any notice or demand, authorized or required under this Agreement or other law shall be in writing and shall be sent by certified mail to the Contract Administrator designated pursuant to Paragraph IV of this Agreement.

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IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed in their behalf, respectively, by their proper officers as follows:

CITY OF MINNEAPOLIS
STATE OF MINNESOTA

City Contract Administrator

Director Solid waste and Recycling Division

DATE:_____

Approved as to form:

Assistant City Attorney

DATE:_____

BY:_____

R. T. Rybak, Mayor of Minneapolis

DATE:_____

ATTEST:_____

City Clerk

DATE:_____

COUNTERSIGNED:_____

Finance Officer

DATE:_____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Director, Department of Community Corrections

DATE:_____

Approved as to Form

Assistant County Attorney

DATE:_____

BY:_____

Chair of the County Board

DATE:_____

AND:_____

DATE:_____

ATTEST:_____

DATE:_____

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